

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: Docket No. 1245

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF  
UNCAS INTERNATIONAL LLC TO SIXTH NOTICE OF REJECTION  
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Uncas International LLC (“Uncas”), by and through its undersigned counsel, hereby files this limited objection and reservation of rights (this “Limited Objection”) to the above-captioned debtors’ (the “Debtors”) *Sixth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 1245] (the “Rejection Notice”), and in support thereof, respectfully states as follows:

**LIMITED OBJECTION**

1. Uncas is a global supplier of jewelry and accessory collections, with a focus on delivering retailers top-tier materials and craftsmanship, ensuring products are market-ready, swiftly and efficiently.

2. Uncas and certain of the Debtors are parties to a Scan-Based Trading Vendor Agreement, dated as of May 15, 2023 (the “Vendor Contract”), pursuant to which the Debtors, as

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. DublinGranville Road, Columbus, OH 43081.

retailers, agreed to receive and accept, on consignment, certain products supplied by Uncas, as more particularly described therein.

3. Uncas and the Debtors have continued to perform under the Vendor Contract during the pendency of these chapter 11 cases.

4. The Vendor Contract is included on Schedule 1 of the Rejection Notice as an executory contract the Debtors are seeking to reject, effective November 25, 2024.

5. During the course of the Debtors' chapter 11 cases, the Debtors have received significant financial benefits from being able to sell Uncas's product pursuant to the Vendor Contract and will continue to receive benefits even after the proposed retroactive rejection date. Indeed, the Debtors continue to sell product pursuant to the terms of the Vendor Contract.

6. Furthermore, representatives from Uncas and the Debtors are scheduled to meet in the the next week to discuss the parties' ongoing business relationship, which may include a discussion as to disposition of the consigned goods in the Debtors' possession. Therefore, any rejection of the Vendor Contract at this time would be premature.

7. Accordingly, the Vendor Contract should not be rejected until the parties have an opportunity to meet and confer regarding a mutually agreeable path forward to continue their vendor/retailer relationships.

#### **RESERVATION OF RIGHTS**

8. This Limited Objection is filed with a full reservation of rights, including the right to supplement, modify, amend, or supplement this Limited Objection and make such other and further objections to the Rejection Notice. Nothing set forth herein shall constitute a waiver, discharge, or disallowance of any and all rights, claims (including any right to assert an administrative claim), causes of action or defense of Uncas against the Debtors.

**CONCLUSION**

**WHEREFORE**, for the foregoing reasons, Uncas respectfully requests that the Court (i) deny the Debtors' request for relief with respect to the Vendor Contract; and (ii) grant such other and further relief as the Court deems just and proper.

Dated: December 9, 2024

**CROSS & SIMON, LLC**

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